

TERMS OF USE FOR Mobile Device Management (MDM) Service:

This Service is subject to and governed by Customer's separate signed Customer Service Agreement with CTS. This Agreement is entered into between you and CTS for the provision of CTS' MDM Solution. This Service is available for Customers of CTS' Shared Services Email (SSE).

A. Service Description-

Mobile Device Management (MDM) software secures, monitors, manages and supports mobile devices deployed statewide. CTS is deploying AirWatch® MDM as the service product.

AirWatch® Mobile Device Management enables businesses to address challenges associated with mobility by providing a simplified, efficient way to view and manage all devices from a central admin console. The solution enables customers to enroll devices in the Enterprise Active Directory (EAD) environment quickly, configure and update device settings over-the-air, and secure mobile devices. This service supports [Android](#), [Apple iOS](#), [Windows Mobile](#), and [Windows Phone](#) devices from a single management console.

This service is for data that is classified as Category 1 and 2 data under Office of the Chief Information Officer.

Please be advised that the solution is configured to do the following:

- a. Initially, turn off content management. Secure Content Locker is intended as a future feature of this service.
- b. Turn off GPS audit trails in AirWatch. This does not affect the GPS on your device nor your ability to track the device.
- c. Notify you if your end user removed the AirWatch app from the device.
- d. Allow for remote wipe by AirWatch.

This list may change or not include all of the configurations important to you. Please review your deployment configurations carefully.

B. Availability-

CTS provides service support 24x7 including State holidays. The system(s) defined in the Terms of Service will be available 24x7 with the exception of scheduled maintenance as defined herein. Scheduled maintenance is established between Sundays 10:00 AM to Sundays 4:00 PM. This scheduled maintenance window will only be used when necessary (e.g., hardware and software upgrades, software patches, faulty hardware replacement, application changes).

In addition, and because AirWatch® is provided as a cloud solution, AirWatch® may from time to time request maintenance windows outside of CTS' control. CTS will make every effort to notify Customers as soon as possible of AirWatch® maintenance windows.

C. Charges-

The MDM service fees can be found on the [CTS website](#).

D. CTS Responsibilities-

- CTS provides Tier 1 Service Desk Support 24x7x365.
- CTS provides Tier 2 Technical Support Monday through Friday 8:00 AM to 5:00 PM and on call support after hours.
- CTS staff provides 24x7 electronic monitoring of the MDM environment.
- CTS follows Change Management practices in accordance with CTS Change Management Policy. All changes to State Data Center computing and network environments are managed to promote or provide stability and minimize the impact of the changes to CTS customers.
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- CTS follows standardized Incident Management practices in accordance with CTS Incident and Problem Management Policy in order to restore normal service operation as quickly as possible and minimize the adverse impact on business operations.
- CTS provides Security Management processes in accordance with OCIO and CTS Security Policy.
- CTS provides Physical Environment Management in accordance with best practices so that the service is managed effectively and securely including:
 - Rack mounted computer systems;
 - Environmental controls and monitoring of State Data Center physical environment;
 - Fire detection and suppression systems;
 - Conditioned power;
 - Un-interruptible power supply;
 - Raised floor; and
 - Restricted and electronically monitored physical access to the State Data Center.

E. Customer Responsibilities-

Customers are responsible for developing intra-agency mobile data management policies. To assist customers, a pre-implementation task list is available from CTS.

Customers are responsible for configuring and managing Customer mobile devices, groups, and security profiles.

Customers are responsible for maintaining mobile device operating systems on current supported levels.

Customers must identify agency MDM administrator(s) for the purpose of administering the MDM from the AirWatch® admin console.

F. Special Terms-

CTS is providing this service to you based on a product we license from AirWatch® . The following special terms are quoted from the contract CTS has with AirWatch®:

1. **License Restrictions.** You shall use industry-standard physical, logical, and electronic security and confidentiality systems to protect the Software, using at least the same degree of care it utilizes for the protection of its own software and other confidential and proprietary information. You further agrees that you:
 - a. Shall use the Software solely for your internal use with your ordinary business operations, only in accordance with all applicable laws and regulations, and in a manner consistent with this TOS or any supplemental limitations specified by AirWatch, if any;
 - b. Shall not use the Software Except as specified or referenced in the Documentation or use the Documentation except for supporting its authorized use of the Software; Documentation means only those written you guides, specifications, and manuals supplied or made available to you by AirWatch that set forth the specifications for the Software and/or explain, facilitate, or instruct in the use of the Software, as such may be updated by AirWatch from time to time. Documentation specifically excludes, without limitation, marketing, advertising, sales, and promotional materials and any oral or email communications regarding Software capabilities or specifications;
 - c. Shall not modify, adapt, translate, duplicate, disassemble, decompile, reverse assemble, reverse compile, or reverse engineer, or take similar action with respect to the Software for any purpose, or otherwise attempt to discover the underlying source code of the Software, for any purpose (unless enforcement is prohibited by applicable law and then, to only the extent specifically permitted by applicable law, and only upon providing AirWatch with reasonable advance written notice and opportunity to respond);
 - d. For the purpose of designing, modifying, or developing software or services similar in purpose, scope, or function to the Software, shall not engage in competitive analysis, benchmarking, use, evaluation or viewing of the Software or Documentation or create any Derivatives based upon the Software, whether for your internal use or for license or for resale;
 - e. Shall not use the Software, and will ensure that the Software is not used, in or in conjunction with any applications where product failure could lead to injury to persons, loss of life or severe property or environmental damage (“Critical Applications”); and
 - f. Shall not permit any person, whether acting directly or on behalf of you, to breach or violate any of the restrictions set forth in this Section 1.
2. **Title.** You acknowledges that the Software (including Enhancements and Updates), any Derivatives, any Deliverables, and all AirWatch copyrights, names, trademarks, trade names, service marks or any other identifying characteristics are proprietary intellectual property of significant value and goodwill to AirWatch (the “AirWatch IP”) and the Software and all AirWatch IP are owned by AirWatch. This TOS only grants you the right to use the AirWatch IP specified in this TOS under the terms and restrictions

specified in this TOS. You do not, and will not, acquire any other right, title or interest in any AirWatch IP, which will at all times remain the exclusive property of AirWatch or the applicable third party licensor to AirWatch. You will not remove, suppress or modify in any way any proprietary marking which is on or in the Software, which is visible during their operation, or which is on any media supplied with the Software, except where expressly allowed. You acknowledge and agree that AirWatch shall be the sole owner of any enhancements, updates, upgrades, new versions, or new releases of the Software or Derivatives or Deliverables that are developed by AirWatch during the term of this TOS and thereafter, all of which shall be AirWatch IP. Without limiting the foregoing, you expressly acknowledges and agrees that AirWatch shall be the sole owner of any newly-developed intellectual property, including but not limited to newly-developed, revised, or modified source code related in any way to the Software or AirWatch's general business, regardless of whether developed, revised, or modified in response to your requests, suggestions, or ideas, even if performed as a part of Professional Services paid for by you, all of which shall be AirWatch IP. During the term of this TOS and thereafter, you shall not assert the invalidity of the AirWatch IP, or contest AirWatch's right, title or interest therein and thereto, and you shall not cause, influence, or assist in any manner whatsoever, any other Person to make any such assertions or contest.

3. **Limited Software Warranty and Remedies.** In connection with Licenses granted hereunder, CTS passes to you the AirWatch warranty- Airwatch warrants it will substantially perform, in all material respects, in accordance with the Documentation (the "Software Warranty") for the ninety (90) day period following the Delivery Date ("Software Warranty Period"). If deviations from the requirements set forth in the Software Warranty occur within the Software Warranty Period, the Software is considered non-conforming and, upon written notice to AirWatch within the Software Warranty Period, AirWatch will, without additional compensation, either (1) use its reasonable efforts to repair, at its facilities, the Software; or (2) replace the Software, in each case to correct the nonconformity. If, in AirWatch's discretion, AirWatch is unable to correct the nonconformity within a reasonable period, or if neither option (1) nor (2) is commercially feasible, AirWatch may terminate this TOS and the relevant Subscription or Perpetual License upon written notice to you and refund the appropriate amount as set forth below. The Software Warranty Period is not extended in any way by any Enhancement or Update, by placing more Licensed Units under license, or by any delivery of additional Software and replacement or repair of the Software does not extend the Limited Warranty Period, provided, however, the foregoing events are governed by the Maintenance Warranty described in Section 11.6, for so long as you is subscribed to Maintenance. For clarity, newly purchased You Licenses receive the Software Warranty from their Delivery Date, but purchasing new You Licenses does not extend the Software Warranty Period for previously purchased You Licenses. The Software Warranty does not cover any Software: (a) that has not been used in accordance with this TOS and the Documentation; (b) that has been altered in any way by You or any third party not under the control of AirWatch, or their employees or agents; (c) that is used in an operating environment other than as specified in the Documentation; (d) where such nonconformity in the Software is due to abuse, neglect, or other improper use by You; or (e) where

reported errors or nonconformities cannot be reproduced by AirWatch, working, in good faith, with Your assistance.

4. **Infringement Claims.** In connection Licenses, AirWatch, at its sole expense, agrees to defend and indemnify You against any third party claim that Your use of the Software, as delivered by AirWatch to you and used in accordance with this TOS and the Documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) You notify CTS in writing within fifteen (15) days of the claim; (ii) Customer uses best efforts to assure the Washington State Attorney General will grant AirWatch sole control of the defense and all related settlement negotiations, as long as such settlement shall not include a financial obligation on you; and (iii) You provide AirWatch with the information, assistance and authority to enable AirWatch to perform AirWatch's obligations under this Section.
5. **Anti-Virus and Disabling Code Warranty and Remedies.** AirWatch warrants that it shall use industry standard anti-virus software to scan the Software for Viruses prior to delivery (the "Anti-Virus Warranty"). "Virus" means any computer virus, software code, or device designed to disable, damage, impair, erase, deactivate, or electronically repossess the Software. Notwithstanding the foregoing, (i) any enabling or license keys included with the Software for the purpose of activating the Software, (ii) any tracking mechanisms for measuring or ascertaining the number of Licensed Units under license, Your conformance with the license restrictions set forth in Section 1 of this TOS, and/or other compliance matters included with the Software, and/or (iii) with respect to Trial Licenses only, any included automatic disabling mechanism that prevents its use after a certain period of time, shall not constitute a Virus for purposes of this Section 4. With response to any alleged breach of the warranty set forth in this Section 4, AirWatch shall only be liable to You for a breach of the Anti-Virus Warranty, if You notifies AirWatch within the thirty (30) day time period immediately following the discovery of the Virus by You. Your sole and exclusive remedy and AirWatch's sole obligation for a breach of the Anti-Virus Warrant is to replace all copies of the affected Software in the possession of You with copies that do not contain a Virus.
6. **Mutual Indemnification.** Each Party (the "Indemnitor") shall indemnify and hold harmless, and, at the respective option of the other Party and its Affiliates, officers, directors, employees, contractors, agents, successors and assigns (the "Indemnitees"), defend Indemnitees from any Claims incurred directly or indirectly by the Indemnitees arising out of or relating to: any and all third party Claims related to any negligent acts, fraud, or intentional misconduct of the Indemnitor or its Affiliates or agents, and/or any personal injury (including death) or damage to property resulting from the Indemnitor's or its Affiliates' or agents' acts or omissions. Customer must notify CTS immediately of any situation that impacts this section, as CTS has indemnification obligations directly with Airwatch.
7. **Disclaimers.** THE SOFTWARE, HOSTED SERVICES, THIRD PARTY APPLICANCE, MAINTENANCE, UPDATES AND ENCHANCEMENTS,

PROFESSIONAL SERVICES, OR OTHER DELIVERABLES PROVIDED AS A RESULT OF THE PERFORMANCE OF MAINTENANCE OR PROFESSIONAL SERVICES (COLLECTIVELY, THE "WARRANTY SUBJECT MATTER") ARE PROVIDED "AS IS" AND AIRWATCH AND ITS LICENSORS, DEVELOPERS, AND OTHER SUPPLIERS (THE "AIRWATCH PARTIES") FURTHER DISCLAIM THAT THE FUNCTIONS CONTAINED IN THE WARRANTY SUBJECT MATTER WILL MEET THE REQUIREMENTS OF YOU OR THAT THE OPERATION OF THE WARRANTY SUBJECT MATTER WILL BE ERROR FREE. THERE ARE NO OTHER WARRANTIES, CONDITIONS, OR TERMS, WHETHER EXPRESS OR IMPLIED BY STATUTE, OPERATION OF LAW, TRADE USAGE, COURSE OF PERFORMANCE OR DEALING OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, TITLE, ACCURACY, OR COMPLETENESS; ALL SUCH WARRANTIES BEING SPECIFICALLY AND FULLY DISCLAIMED BY THE AIRWATCH PARTIES. OTHER WRITTEN OR ORAL REPRESENTATIONS OR AFFIRMATIONS OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS FROM AIRWATCH OR ANY OTHER SOURCE REGARDING THE PERFORMANCE OF THE WARRANTY SUBJECT MATTER THAT ARE NOT CONTAINED IN THIS TOS, SHALL NOT BE BINDING ON THE AIRWATCH PARTIES AND ARE HEREBY EXPRESSLY DISCLAIMED.